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मध्यप्रदेश राजपत्र

(असाधारण)

प्राधिकार से प्रकाशित

क्रमांक 493]

भोपाल, मंगलवार, दिनांक 21 दिसम्बर 2021—अग्रहायण 30, शक 1943

नगरीय विकास एवं आवास विभाग

मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 17 दिसम्बर 2021

क्र. एफ-03-103-2021-अठारह (5).— भारत के संविधान के अनुच्छेद 348 के खण्ड (3) के अनुसरण में, नगरीय विकास एवं आवास विभाग की अधिसूचना क्रमांक-एफ-3-103-2021-अठारह-5, दिनांक 17 दिसम्बर 2021 का अंग्रेजी अनुवाद राज्यपाल के प्राधिकार से एतद्वारा प्रकाशित किया जाता है :-

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,

शुभाशीष बैनर्जी, उपसचिव.

Bhopal. the 17th December 2021

Noti. No. F-3-103/2021/18-5 In exercise of the powers conferred by section 84 read with sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the State Government, hereby, makes the following amendments in the Madhya Pradesh Real Estate (Regulation and Development) Rules, 2017, namely :-

AMENDMENTS

In the said rules.-

1. In rule 2, in sub-rule (1),-

(1) clause (e) shall be omitted.

(2) after clause (j), the following clauses shall be inserted, namely:-

“(k) ‘parking space’ means an enclosed or unenclosed, covered or open area which is sufficient in size to park vehicles and which may be provided in basements and/or stilt and/or podium and/or independent structure built for providing parking spaces and/or parking provided by mechanised parking arrangements and which is not a garage;

(l) ‘project account’ means the separate account maintained in a scheduled bank in which seventy percent of the amounts realized for the project from the allottees, from time to time, shall be deposited as mandated by clause (d) of sub-section (2) of section 4 of the Act.”.

2. In rule 3, for sub-rule (1), the following sub-rule shall be substituted, namely:-

“(1) A promoter shall furnish the following additional information and documents, along with those specified under section 4 of the Act, for registration of a project with the Authority, namely:-

(a) contact details including mobile number, e-mail address, office and residential addresses of all the

- promoters / partners / directors and authenticated copy of the PAN and Aadhar Card of all of them and where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells building, apartments or land are different person, than contact details including mobile number, e-mail address, office and residential address of such person must be provided;
- (b) audited profit and loss account, balance sheet, auditor's report and Income Tax Returns of the promoter for three preceding financial years;
 - (c) the number of open and covered parking areas proposed in the project;
 - (d) authenticated copy of the legal title deed or other relevant documents reflecting the title/legal rights of the promoter to the land on which the project is proposed to be developed and non-encumbrance details for the land with an affidavit;
 - (e) if the land on which the project is proposed to be developed has any encumbrance then such details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land alongwith the details;
 - (f) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land to develop the land by entering on the land alongwith a copy registered collaboration agreement, development agreement, joint development agreement, joint venture agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title deed and other documents reflecting the title of such owner to the land on which the project is proposed to be developed;
 - (g) such other information and documents, as may be specified by regulations;
 - (h) proposed number of building(s) or wing(s) to be constructed and sanctioned number of the

building(s) or wing(s). In case the sanctioned number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed number of building(s) or wing(s) shall be disclosed at the time of registration and as and when the additional number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the regulator by the promoter, from time to time;

- (i) proposed number of floors in respect of each of the building or wing to be constructed and sanctioned number of floors in respect of each of the building or wing. In case the sanctioned number of floors is different than what is proposed to be constructed by the promoter, then the proposed number of floors shall be disclosed at the time of registration and as and when the additional number of floors are sanctioned, the same shall be uploaded on the website of the regulator by the promoter from time to time;
- (j) aggregate area in sq. meters of the recreation open space;
- (k) particulars in respect of architecture and design standards, type of construction technology, earthquake resistant measures and the like to be adopted for buildings and for common areas and of amenities /facilities in the layout plan of the real estate project;
- (l) the nature of the organisation of allottees to be constituted by whatever name called or the competent authority to which the undivided proportionate title in the common areas of the project is to be conveyed and the specific local laws to govern such organisation of allottees.”.

3. In rule 5, the existing paragraph shall be numbered as sub-rule (1) and after sub-rule (1) as so numbered, the following sub-rules shall be added, namely:-

- “(2) For the purpose of amount to be withdrawn from time to time by the promoter from the project account to cover the cost of the project, the promoter shall submit

the following three certificates to the scheduled bank operating the escrow/project account, namely:-

- (i) first certificate from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project;
 - (ii) second certificate from the Engineer for the actual cost incurred on the construction work of each of the building/wing of the project;
 - (iii) third certificate from a Chartered Accountant for the cost incurred on construction cost and the land cost. The Chartered Accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. The total estimated cost of the project multiplied by such proportion shall determine the maximum amount which can be withdrawn by the promoter from the escrow/project account.
- (3) The promoter shall be required to follow the aforesaid procedure at the time of every withdrawal from the escrow/project account till Occupation/Completion Certificate in respect of the project is obtained.
- (4) On receipt of Occupation/Completion Certificate in respect of the project the entire balance amount lying in the escrow/ project account can be withdrawn by the promoter.

Explanation-I In ascertaining the cost of completion of percentage of the project, the land cost shall be included-

- (i) the cost incurred by the Promoter for acquisition of ownership and title of the land parcels for proposed real estate project, including its lease charges, which shall also include overhead cost, marketing cost, legal cost and supervision cost;
- (ii) premium payable to obtain development or redevelopment rights;
- (iii) amount paid for acquisition of TDR;
- (iv) premium for grant of FSI, including additional FSI (if any), fungible FSI; and any other instruments permissible under the Development Control Regulations;

- (v) amounts payable to State Government or Competent Authority or any other Statutory Authority of the State or Central Government, towards Stamp Duty, Transfer charges, Registration fees etc; and
- (vi) ASR linked premiums payable by any Promoter as per requirement of law, rules or regulations for obtaining right for redevelopment of lands owned by Public Authorities as per act or rules or regulations of the State or Central Government.

Explanation II — Where the promoter due to inheritance, gift or otherwise, is not required to incur any cost towards acquisition of ownership and title of the land parcels proposed for the real estate project, the cost of land shall be reckoned on basis of the value of the land as ascertained from the ASR prepared under the provisions of the Madhya Pradesh Stamp Act, relevant on the date of registration of the real estate project.”.

4. In rule 6, for sub-rule (1), the following sub-rule shall be substituted namely :-

“(1) On receipt of the application for registration of a project, under section 4 of the Act, read with rule 3, the Authority may review the documents submitted and enquire, inter-alia, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (1) of section 5 of the said Act, namely:-

- (a) the nature of title of the promoter to the land which is proposed to be developed;
- (b) plan regarding the development works to be executed in the project:

Provided that the time taken for such inquiries, including site inspections, if found necessary shall not be included in the time limit for deemed registration as provided under sub-section (2) of section 5 of the Act:

Provided further that the Authority may grant an opportunity to the applicant to rectify

the defects in the application within such period, as may be specified by it, and the time limit for disposal of the application by the Authority shall be calculated from the date the application has been rectified in all respects.”.

5. For rule 8, the following rule shall be substituted, namely:-

“8. Revocation of registration of the project.-

- (1) Upon the revocation of registration of a project as per section 7, the Authority shall inform the promoter and the concerned competent authority about such revocation in Form ‘D’.
- (2) The registration granted to the promoter under section 5 of the Act shall not be revoked unless the Authority has given to the Promoter not less than thirty days' notice, in writing, stating the ground on which it proposes to revoke the registration and has considered any cause shown by the promoter within the period of that notice against the proposed revocation:

Provided that, prior to the revocation of registration of real estate project, the Authority shall also give notice to the concerned Competent Authority which has granted approval to the real estate project and to the association of allottees, if formed. The Authority while facilitating the remaining development works to be carried out in accordance with the provisions of section 8 shall also take such measures as may be required to protect the rights assigned to other parties by way of mortgage or investments and which had been disclosed by the promoter to the Authority and also displayed on the Website of the Authority:

Provided further that, the Authority shall also give adequate opportunity of being heard to any parties which through defined instrument of

debt or equity have created Third Party Interest in the real estate project including but not restricted to Scheduled Banks; Housing Finance Companies; Insurance Companies; Non-Banking Finance Companies operating as Asset Finance Companies, Investment Companies; Loan Companies; Investment Finance Companies; Infrastructure Debt Funds; Micro Finance Institutions; Foreign Direct Investors; Private Equity Funds and REIT's etc., extended to the promoter and as declared by the promoter at the time of Registration.”.

6. In rule 9, in sub-rule (1), for the words and letter “Nothing in this sub-rule shall be deemed to prevent the promoter from modifying the model form of Agreement for sale at Annexure ‘A’ ” the words and letter “Except for completion date of the project and payment Schedule promoter and allottees through mutual consent can modify the model Form of Agreement for sale at Annexure ‘A’ ” shall be substituted.
7. In rule 17, for sub-rule (2), the following sub-rule shall be substituted, namely:-

“(2) The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be shall be at two percent above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount becomes due.”.
8. In rule 18, for the existing para shall be numbered as sub-rule (1) and after sub-rule (1) as so numbered, the following sub-rule shall be added, namely:-

“(2) If interest and compensation payable is not paid within the timelines as per sub-rule (1) of rule 18, then that compensation can be ordered to be paid with penal interest which should be 2 percent above the interest rate previously ordered to be paid, after expiry of such timelines.”.

9. Rule 23 shall be omitted.
10. In rule 24, for sub-rule (1), the following sub-rule shall be substituted, namely :-
 - “(1) The Authority shall issue a commission for -
 - (a) make a local investigation;
 - (b) to examine or adjust accounts;
 - (c) to hold a scientific, technical, or expert investigation.”.
11. In rule 26, sub-rule (2) and (3) shall be omitted.
12. For rule 27, the following rule shall be substituted, namely :-

“27. Recovery of interest, penalty and compensation.-

 - (1) If a promoter or an allottee or a real estate agent, as the case may be, fails to pay any compensation or interest or penalty imposed on him within the timelines prescribed under rule 18, it shall be recoverable under section 40 of the Act, from such promoter or allottee or real estate agent, as the case may be, in same manner as applicable in respect of land revenue arrear as provided in section 147 of the Madhya Pradesh Land Revenue Code, 1959.
 - (2) Authority or Adjudicating Officer or Appellate Tribunal or an officer of the Authority, especially authorized in writing by it in this behalf, shall communicate the amount and future interest on it to be recovered from the defaulting promoter or allottee or real estate agent, as the case may be, as compensation or interest or penalty imposed on him to the Collector of the district within the local limits of whose jurisdiction the project is located or the person against whom the order issued actually or normally resides or carries business or works for gain.
 - (3) All sums realized, by way of penalties, imposed by the Authority or the Appellate Tribunal, shall be credited to the account head “major head 0070, sub major head 01, minor head 102, Fines and

Forfeitures" by the Authority or the Appellate Tribunal.

(4) All sums realized, by way of compensation or interest imposed on promoter or an allottee or a real estate agent, shall be credited to account head "Miscellaneous Income" of the Authority maintained for this purpose along with the details of the recovery.

(5) The Authority shall remit the amount so recovered as interest and or compensation to the promoter or an allottee or a real estate agent, as the case may be, through RTGS as soon as possible."

13. For rule 28, the following rule shall be substituted, namely:-

"28. Manner of implementation of order, direction or decisions of the Authority, the Adjudicating Officer or the Appellate Tribunal.-

- (1) For the purpose of sub-section (2) of section 40 of the Act, every order passed by the Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be, under the Act or Rules or Regulations made thereunder, shall be enforced by the Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be.
- (2) The Authority, the Adjudicating Officer or the Appellate Tribunal shall proceed to get the order or direction or decisions passed by the Authority or the Adjudicating Officer or Appellate Tribunal as the case may be to be implemented.
- (3) The Authority, the Adjudicating Officer or the Appellate Tribunal shall be empowered to seek the assistance of the local District Collector while exercising the powers under above sub-rule (1).
- (4) The Authority, the Adjudicating Officer or the Appellate Tribunal may draw up under his signature a statement specifying the order or direction or decisions to be implemented with and

may send it with a direction to implement such order, direction or decisions with the verified copy of the order or direction or decisions, passed or given by the Authority or Adjudicating Officer or the Appellate Tribunal, as the case may be, to the District Collector within the local limits of whose territorial jurisdiction the real estate project is located or within the local limits of whose territorial jurisdiction the person against whom the order is issued actually or normally resides or carries on business or works for gain.

- (5) On receiving such a statement and direction, the District Collector shall himself proceed to get the order or direction or decisions to be implemented or may make over such direction to any competent revenue officer subordinate to him to get the order or direction or decisions to be implemented, under the powers specifically conferred upon a Revenue officer or a Revenue court under Madhya Pradesh Land Revenue code, 1959.
- (6) The District Collector while implementing the order or direction or decisions passed by the Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be, on which statement specifying the order or direction or decisions to be implemented is sent to him shall follow the provisions under section 155 (c), section 147 and Schedule-I of the Madhya Pradesh Land Revenue Code, 1959.
- (7) While implementing the order or direction or decisions passed by The Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be, on which statement specifying the order or direction or decisions to be implemented is sent to the District Collector, the

District Collector shall follow the manner of executing order to deliver possession of immovable property provided under section 38 of Madhya Pradesh Land Revenue code, 1959.

- (8) The District Collector while exercising the powers for implementation of the order or direction or decisions passed by the Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be; shall be competent to follow the procedure laid down in the Code of Civil Procedure, 1908 as per provisions under section 43 of the Madhya Pradesh Land Revenue code, 1959.
- (9) The District Collector while exercising the powers for implementation of the order or direction or decisions passed by the Authority, the Adjudicating Officer or the Appellate Tribunal, as the case may be; shall be competent to arrest the defaulter and send him with a warrant to be confined in a civil prison as provided under section 147 of the Madhya Pradesh Land Revenue Code, 1959.
- (10) If a Promoter or an allottee or a real estate agent, as the case may be, fails to comply with any order passed by the Authority within the timeline specified therein, the Authority may also initiate proceeding for imposition of penalty provided under section 63, 65 or 67 of the Real Estate (Regulation and Development) Act, 2016 as the case may be, by issuing a show cause notice to him as to why penalty should not be imposed for failure to comply with the order of the Authority within the time limit mentioned therein.
- (11) After considering the explanation submitted by him, the Authority may impose penalty by passing a reasoned written order or close the proceedings if it is satisfied with the explanation furnished.”.

14. In Annexure 'A', in the heading 'TERMS',-

(1) in sub-clause 1.6, after the words "prospectus etc.", the following words and letter shall be inserted, namely:-

"as described herein at Schedule-F."

(2) After sub-clause 1.6, the following sub-clause shall be inserted, namely:-

"1.6 (i) The cost estimate and expenditure on the project at the time of registration of the project with the Authority is as given in Schedule 'G' and quarter wise estimated progress of the project will be as shown in Schedule 'H'. Except in the case of force majeure, Promoter agrees to complete the project as described in Schedule-H."

(3) For Schedules A to E, the following Schedules shall be substituted, namely:-

SCHEDULE 'A':- Description Of The (Apartment/Plot) And The Garage/Covered Parking (If Applicable) Along With Boundaries In All Four Directions

SCHEDULE 'B' :- Floor Plan Of The Apartment/ Individual House (If the stories of the house are more than one floor then of each floor)

SCHEDULE 'C' :- Payment Plan ;
C-1 :- For Plotted Development
C-2 :- For Individual Houses
C-3 :- For Apartments

SCHEDULE 'D' :- Specifications, Amenities, Facilities (Which Are Part Of The Apartment/House/Plot)

SCHEDULE 'E' :- Specifications, Amenities, Facilities (Which Are Part Of The Project)

SCHEDULE 'F' :- Advertisement, Prospectus, Brochures Etc Of The Project

SCHEDULE 'G' :- Cost Estimate Of The Project

SCHEDULE 'H' :- Quarter Wise Estimated Progress Of The Project

“SCHEDULE -A.
Description of the plot along with boundaries

Name of the Project :
 Plot No :
 Size of Plot :
 Area of plot :
 Village :
 Ward No :
 Tehsil :
 District :
 Khasra No :
 Patwari Halka No :
 Boundaries of the plot :
 NORTH
 SOUTH
 EAST
 WEST

Witness 1 Signature
 Signature of Promoter / Builder
 Name :
 Address:

Name :
 Address:

Witness 2 Signature
 Signature of Purchaser
 Name :
 Address:

Name :
 Address:

SCHEDULE -A**Description of House /Apartment along with boundaries
For Apartment /Duplex /Singlex/Garage/Covered Parking**

Name of the Project :

Apartment /Duplex / Singlex /Garage/Covered Parking No :

Carpet Area :

Built -up Area:

Super Built -up Area :

Village :

Ward No :

Tehsil :

District :

Block No /Sector No :

Boundaries of House / Apartment

NORTH

SOUTH

EAST

WEST

Witness 1 Signature

Signature of Promoter /Builder

Name :

Address:

Name :

Address:

Witness 2 Signature

Signature of Purchaser

Name :

Address:

Name :

Address:

SCHEDULE -B

Floor Plan of the Apartment /Individual House.
(Of each floor if House is more then One Floor).

SCHEDULE -C- 1
Payment Plan for Plotted Development

Sr. No.	Stage of Project Development	Installment
1.	Booking amount.	10%
2.	After survey, Leveling and Demarcation of Plots and Amenities.	10%
3.	After completion of Road and Drainage work.	20%
4.	After completion of Water Supply Network and related Infrastructure.	15%
5.	After completion of Sewerage and related Infrastructure.	10%
6.	After completion of Culvert, Compound Wall and Gate.	10%
7.	After completion of External Electrification.	10%
8.	After completion of committed Facilities and Amenities.	10%
9.	At the time of possession and registration of Sale Deed.	5%

Note :-Item number 3,4,5,6,7,8 are not sequential and may be charged whenever that Item is Completed at Site .

Date_ _ _

Signature
Name -----
Seal

SCHEDULE -C- 2
Payment Plan for Individual House / Duplex / Villas

Sr .No.	Stage of Project Development	Installment
1.	Booking Amount.	10%
2.	<u>On completion of Plinth of Building.</u>	20%
3.	On completion of Ground Floor Slab	10%
4.	On completion of first floor slab	10%
5.	On completion of structure including Staircase, Garage etc	10%
6.	On completion of Brick Work and Fixing of Door / Window Frames.	5%
7.	On completion of External and Internal Plaster.	5%
8.	On completion of Flooring and Fixing of Door / Window Shutters and Finishing.	10%
9.	On completion of Internal Electrification, Plumbing, Fixtures and Finishing.	10%
10.	On completion of Compound Wall, Gate, Internal and External Painting and other Amenities etc.	5%
11.	At the time of possession and registration of Sale Deed.	5%

Date-----

Signature
 Name -----
 Seal

SCHEDULE -C- 3
Payment Plan for Apartments in Multistoried Building

Sr. No.	Stage of Project Development	Installment
1.	Booking Amount	10%
2.	On completion of Plinth Level	15%
3.	After completion of 1/3rd number of Floor Slabs*.	10%
4.	After completion of 2/ 3rd number of Floor Slabs*.	10%
5.	After completion of entire Frame Structure including Podium, Stilt, Lift Machine Room etc .	10%
6.	After 50% completion of Brick Work and Internal Plaster of the Building.	10%
7.	After 100% completion of Brick Work and Internal Plaster of the Building.	10%
8.	After completion of Flooring and External Plaster Work of the Building	10%
9.	After completion of Plumbing, Internal Electrification and Finishing Work including committed Amenities and Facilities of the phase.	10%
10.	At the time of possession and registration of Sale Deed.	5%

Note:-

- 1*. For the purpose of calculation of Floor number, the fraction below 0.5 will be considered as zero and 0.5 above will be considered as one.
2. The above Stages of Project Development shall be of the Building / Tower in which the Apartment is located.

Date-----

Signature
 Name -----
 Seal

Schedule D

Specifications, Amenities, Facilities (which are part of Apartment/House/Plot)

1. Name of Project
2. Sector or Tower no. in which Plot/ House/Apartment is located
.....
3. Plot/ House/Apartment No: -.....
4. Area of Plot/ Carpet area of House/Apartment
.....
5. Boundaries of Plot/ House/Apartment
 North
 South
 East
 west
6. a. A copy of the Building Plans and Floor Plan
 of type A apartment(.....)Sq.ft. carpet area
 (copy to be annexed).

 b. Building Plan and Floor Plan of type B apartment
 (.....)Sq.ft. carpet area (copy to be annexed)
 (Provide similar details in respect of
 each category of the Apartment).

7. Specification of the Apartment:

The details of Specification and information regarding Apartment may be given under the following heads:

Architectural Details	(I)	Plan of the Unit
	(II)	Carpet Area
	(III)	Area of Balconies
	(IV)	Area & Size of various units i.e. Drawing Room, Bed Room, Kitchen, Toilet etc.
	(V)	Details of Parking per Apartment
	(VI)	Size and Type of Parking
	(VII)	Common Area Details
	(VIII))	Common facilities like Club, Community Centre, Gym, Common Area, Land Escaping etc.

Structural Details	(1)	Type of structural RCC Frame Structure
	(2)	Design for Earth-quake Zone III/ IV/ V. ...
Construction specification of	I	Type of Foundation
	II	Specification of Frame Structure
	III	Partition Walls
	IV	Structural walls, if any
Finishing Details	(1)	Details of Flooring in Drawing Room/ Bedroom, Kitchen/ Common area etc.
	(2)	Details of Plastering/ Finishing
	(3)	Details of Woodwork/ Door Window
	(4)	Details of Cup Boards with Specification (Nos. & Size)
	(5)	Details of Kitchen Finishing
	(6)	Toilet Details
Service	I	Provision of adequate Drinking Water
	II	Details type of Pipes used for Water Supply
	III	Capacity of Raw Water/ Treated Water Tanks
	IV	Sewage System Details
	V	Capacity/ Size of STP
	VI	Treatment up to secondary/ Tertiary level
	VII	Recycling system/ Dual piping system or not
Lifts	1)	Details, Nos. & capacity
Fire	I	Fire Safety Measures
Electrical	1)	Nos. of Points/ Apartment (5 Amp & 15 Amp.) provisions
	2)	Type of Electrical Wires used
	3)	Power Back Up Details along with Genset etc
	4)	Solar Panel provision
	5)	SLD of Electrical Wiring System

- The list may be altered in accordance with Actual Plans.
- Quality of Construction and Fittings etc. should be specified in detail.

Signature.....

Seal

Date.....

Schedule E

Specifications, Amenities, Facilities (which are part of Project)

1. Total area of the project
on which the project will be set up
2. Location of the land along with its
boundaries on all sides. (Details should
be given so that the location of the
land could be easily be identified).
3. Name and address of the Person(s)/
Company/Firm who owns the land
and in whose favour license has
been granted by the Town and Country
Planning Department. If the developer/
promoter is other than the owner of the
land give his name, address and telephone number.
(If land owned by multiple owners add
annexure containing all the details)
4. Name, address, telephone number and
email of the Architect/s and Structural
Engineers of the project.
5. Name, address, telephone number and email
of each of the Contractors (If a contractor for a
particular purpose not engaged say yet to be engaged).
6. Name, address, telephone number and
email of the Real Estate Agents.
7. Sanction of Town and Country
Planning Department No. and Date
(Attach a copy of the permission)
8. a. A copy of the building plans and floor plan
of type A apartment(.....)Sq.ft. carpet area
(copy to be annexed)
.....
b. Building plan and floor plan of type B apartment
(.....)Sq.ft. carpet area (copy to be annexed)
(Provide similar details in respect of
each category of the apartment).
9. Approved layout plans
(Annex a copy of the plans approved
by the competent Authority).
10. Estimated cost of the project.
11. Name of the agencies which will be
undertaking external development works
• Roads

- Power
 - Water supply
 - Sewerage system
 - Storm water drainage
 - Any other components
12. Allocation of the Project land in various land uses and activities.
1. Plots (if it is a plotted colony) sq. mtrs
 2. Apartments/Houses sq. mtrs
 3. Roads and green belts sq. mtrs
 4. Play ground/parkssize & facilities.....
 5. Hospitals/Dispensaries ...Building size & facilities....
 6. Club house/Community centre ...Building size & facilities....
 7. Schools and other community ...Building size & facilities....
 8. Water supply systemDetails.....
 9. Infrastructural sites like electricity sub-station/Details.....
installations, sewage treatment plant, solid waste
management plant etc.
 10. ParkingDetails.....
 11. Boundary wall and gateDetails.....
 12. Any other use(All relevant details should be given)Details.....
13. If any facility proposed exclusively
on commercial basis or otherwise
will be provided by the promoter,
the development cost of which
will not be passed on to the plots/
apartments allottees, (If yes, give
details along with the land earmarked
for this purpose)
14. Number of phases in which the
project will be developed
15. Detail of plans for development
of whole or each phase of the project
- Phase 1:
- | | | |
|-------------------------|--------------------------|----------------|
| Plots | size Am. x.....m, |(number) |
| | size Bm. xm, | (number) |
| | size Cm. xm, |(number) |
| | | |
| Apartments/Houses | A/ carpet area, |(number) |
| | B/carpet area, |(number) |
| | C/carpet area, |(number) |
| | D/carpet area, |(number) |
| | | |
- Phase 2:
- | | | |
|-------------------------|--------------------------|----------------|
| Plots | size Am. x.....m, |(number) |
| | size Bm. xm, | (number) |
| | size Cm. xm, |(number) |
| | | |
| Apartments/Houses | A/ carpet area, |(number) |
| | B/carpet area, |(number) |

C/carpet area,(number)
D/carpet area,(number)

.....

.....

16. Following facilities, with details, to be provided in the project in this phase of the project:

- i. Roads hierarchy including pavements
(As per approved layout plan)
 - ii. Water supply system
 - iii. Sewerage system
 - iv. Fire Protection & Fire Safety
 - v. Storm water drainage & C.D work
 - vi. Shopping area
 - vii. Club house/Community centre
 - viii. Parking & Garage
 - ix. Play ground and parks
 - x. Schools and other community buildings
 - xi. Dispensary/hospital
 - xii. Electricity supply system
 - xiii. Backup power arrangement
 - xiv. Internal solid waste collection system
 - xv. Rain water harvesting
 - xvi. Street lights
 - xvii. Renewable energy
 - xviii. Emergency evacuation
 - xix. Any other facility
- (Please add or delete in accordance with the facilities proposed to be provided in the approved plans as well as in the service plan estimates, and environment clearance)

17. Time schedule for completing the project:

Ongoing projects:

- Start date
- Earlier scheduled date of completion
- Revised scheduled date of completing the project
- Percentage work of the project already completed
(Give additional information as in the annexure Schedule g)

New projects:

- Likely start date
 - Likely date of finishing the project
- (Quarterly schedule of construction of the main block and common facilities, should be annexed in schedule H)

Signature.....

Seal

Date.....

It is undertaken that along with plots/ apartments all facilities listed in this schedule E will be provided in the project. Cost of the above facilities will be a part of the cost to be charged from the apartment buyers. Further, in accordance with the provisions of the Section 17 of the Act, these facilities after completion of the project will be handed over to the Association of allottees or the competent authority as the case may be.

Signature.....

Seal

Date.....

Schedule F Advertisement, Prospective Brochure

Schedule G Cost Estimate of the Project

Particular	Planned Financial Cost (Rs. in Lakh)	Actual Accrued till date (Rs. in Lakh)
A Land Cost i. Acquisition Cost of Land* or Development Rights, lease Premium, lease rent, interest cost incurred or payable on Land Cost and legal cost (* Acquisition Cost of Land to be "Indexed cost of Acquisition" OR "Prevailing ASR Value" OR "Market Value of the land/lease charges – as determined by the Government Approved Valuer") ii. Amount of Premium payable to obtain development rights, FSI, additional FSI, fungible area and any other incentive under DCR from Local Authority or State Government or any Statutory Authority iii. Acquisition cost of TDR (if any) iv. Amounts payable to State Government or competent authority or any other statutory authority of the State or Central Government towards stamp duty, transfer charges, registration fees etc. v. Land Premium payable as per annual statement of rates (ASR) for redevelopment of land owned by Public Authorities. vi. Under Re-development/Rehabilitation Scheme:	Applicable (Yes/No)	
B Infrastructure i. Internal roads hierarchy (Different sizes) ii. Water supply system (Water Tank, Pump house, lines of different sizes, tube wells)		

iii. Sewerage system (Details of each installations like sewerage lines, pump house, processing of sewage treatment plant)		
iv. Electricity (Sub-station, transformers, 11KV lines, distribution lines and street lights)		
v. Any other facilities/infrastructure as per approved service plan estimates)		
C. External development works		
D. Apartments/Houses (Give details) in case of multi storied buildings give tower wise details		
E. Plots (Give details)		
F. Commercial development details		
G. Office and Administrative Expenditure including salaries, office expense, interest penalties, legal expenses, electricity etc. (only proportionate amount of all the projects to this project should be given		
H. Marketing expense including advertisement, commission to the agent, promotional events, brochures etc.		
I. Any other (Specify)		

Signature.....
Seal
Date.....

Schedule H

[illegible]

[illegible]

By order and in the name of the Governor of Madhya Pradesh,
SHUBHASHISH BANERJEE, Dy. Secy.